

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal	From: Keith G. Jones
Dept: City Manager	Dept: Public Works
Subject: RECOMMENDATION TO AWARD CONTRACT FOR CENTRAL GARDEN GROVE STREET REHABILITATION (OVERLAY) 2009/10	Date: February 23, 2010

OBJECTIVE

To receive City Council authorization to award a contract to R.J. Noble Company Inc. for the Central Garden Grove Street Rehabilitation (Overlay) 2009/10 Project.

BACKGROUND

Proposition 1B (Prop 1B) provided \$19.925 billion in bond funds for a variety of transportation priorities, including \$2 billion for cities and counties to fund the maintenance and improvement of local transportation facilities. In August 2009, the City entered into an agreement with the County of Orange for Prop 1B funds to be used specifically for street rehabilitation on various streets located in central Garden Grove.

In December 2009, the City received \$500,000 in Prop 1B funding from the County of Orange. All necessary preparation work for the Street Rehabilitation Project (Overlay) for the selected streets will be completed by February 26, 2010.

ANALYSIS

Specifications were prepared and sent to prospective bidders. The Finance Director has determined that the bids were responsive and received as follows:

Contractor	Total Bid Amount
R.J. Noble Company Inc. Orange, CA	\$364,588.12
All American Asphalt Corona, CA	\$403,403.00
Superior Paving Company Inc. dba: United Paving Co. Orange, CA	\$468,354.46

RECOMMENDATION TO AWARD CONTRACT FOR
CENTRAL GARDEN GROVE STREET REHABILITATION
(OVERLAY) 2009/10
February 23, 2010
Page 2

The Streets Division examined the bids received and determined that the lowest responsible bidder is R.J. Noble Company Inc. Furthermore, staff has researched the proposed contractor's service history with the City of Garden Grove and public, finding no discrepancies in customer service. The attached agreement is in compliance with the City's established purchasing guidelines.

FINANCIAL IMPACT


The cost of the contract is \$364,588.12 and will be funded with Prop 1B monies received from the County of Orange. The remaining Prop 1B funds will be used for additional street rehabilitation areas to be determined. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that City Council:

- Award the contract to R.J. Noble Company Inc., for the Central Garden Grove Street Rehabilitation Project in the amount of \$364,588.12.
- Authorize the City Manager to increase appropriations in the Street Prop 1B Fund (040) by \$500,000.
- Authorize the City Manager to execute the agreement on behalf of the City.


KEITH G. JONES
Public Works Director

Recommended for Approval

Matthew Feral
City Manager

BY: 
A.J. Holmon
Streets and Environmental Manager

Attachment: Agreement with R.J. Noble Company Inc.

SECTION 4 - AGREEMENT**PROJECT AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2010 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **R.J Noble Company, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of CONTRACTOR to **Furnish all Labor, Material, and Equipment for Prop 1B Central Garden Grove Street Rehabilitation (Overlay) 2009-2010.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of **Three Hundred Sixty Four Thousand Five Hundred Eighty Eight Dollars and 12/100 (\$364,588.12)** payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1055 and the Technical Specification (Attachment "A"), which is attached and is hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if

any, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

- 4.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 4.3 Project.** The PROJECT is described as: **Furnish all Labor, Material, and Equipment for Prop 1B Central Garden Grove Street Rehabilitation (Overlay) 2009-2010.**
- 4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications entitled: **Furnish all Labor, Material, and Equipment for Prop 1B Central Garden Grove Street Rehabilitation (Overlay) 2009-2010.** Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.
- 4.5 Time of Commencement and Completion.** CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **THIRTY (30)** calendar days from commencement of work

excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises..

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly

set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

4.9.2 A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

4.9.3 Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

4.9.4 If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

4.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may

include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

4.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and over time work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Travel and Subsistence Pay. Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and CONTRACTOR shall comply therewith.

4.14.4 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply

therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five **(5)** working days or more.

4.14.5 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or nay subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.6 Records of wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent have authority over such matters. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all the provisions of Labor Code Section 1776, in general.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approve by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

- 4.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.
- 4.16.2** CONTRACTOR and all subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.
- 4.16.3** CONTRACTOR shall at all times carry, for all operations hereunder policies of insurance for: (1) bodily injury, including death, and property damage liability insurance; (2) auto liability including mobile equipment if any, for bodily injury and property damage coverage; (3) and builders' all risk insurance. All insurance coverage shall be in amounts specified by CITY in Section 4.16.4 Insurance Requirements. CONTRACTOR shall provide evidence of insurance coverage by the issuance of a certificate of insurance and endorsements in a form prescribed by the CITY. Policies shall be underwritten by insurance companies satisfactory to CITY for all operations, subcontract work, contractual obligations, on-going, products and completed operations, all hired, leased, owned and non-owned vehicles and mobile equipment if any. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies.

For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.

- 4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be canceled without thirty (30) days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the

work under this Contact is satisfactorily and fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable)

a) Workers' Compensation Insurance for the duration of the Agreement, Contractor and all subcontractors shall maintain coverage. A waiver of subrogation shall be provided against the CITY, its officers, agents, employees, engineers, and consultants.	In accordance with the Workers' Compensation Act of the State of California.
b) Commercial General Liability including mobile equipment, if any, written on a per occurrence basis; (Claims made and modified policies are not acceptable)	\$1,000,000 per occurrence, if any,
c) Automobile Liability including all owned, non-owned, leased, hired and mobile equipment, if any, written on a per occurrence basis; (Claims made and modified policies are not acceptable).	\$1,000,000 combined single limit

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.16.4 (b) shall designate **CITY, its officers, agents, employees, engineers, and consultants** as **additional insureds** for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.4 (c) shall designate **CITY, its officers, agents, employees, engineers, and consultants** as **additional insureds** for automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be **primary** insurance as respects to **CITY, its officers, agents, employees, engineers, and consultants**. Any insurance or self-insurance maintained by the **CITY, its officers, agents, employees, engineers, or consultants** shall be **excess** of the CONTRACTOR's insurance and **shall not contribute** with it.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates of insurance and endorsements. CONTRACTOR shall pay all of the premiums on the insurance hereinabove and is required to maintain such insurance coverage during the term of the contract.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on

To CONTRACTOR: R.J Noble Company, Inc.
Attention: Michael J. Carver, President
15505 Lincoln Avenue
Orange, CA 92856-9020

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
R. J Noble Company Inc.

Contractor's State Lic. No. _____

Expiration Date: _____

By: _____

Title: _____

Date: _____

Tax ID No. _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

ATTACHMENT "A"
IFB No. S-1055

TECHNICAL SPECIFICATION

Furnish all Labor, Material, and Equipment for
Prop 1B
Central Garden Grove
STREET REHABILITATION
(OVERLAY)
2009-2010

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STREET LIST:

STREET	LIMITS	LENGTH	WIDTH	TOTAL AREA
GILBERT	Orangewood - Chapman	2571	60	154260
GILBERT	GG Bl - Trask	2630	36	95607
TAFT	Century - Trask	1788	37	65574
TAFT	Trask - Westminster	2580	35	89937
			Total Sq ft.	405,378

ARTICLE 2 - CONSTRUCTION ADMINISTRATION PROCEDURES

The Contractor shall notify the City Engineer through the inspector in writing within three (3) working days following the discovery of any conflicts and/or changed conditions, and before they are disturbed of existing conditions. The Contractor's failure to give written notice of changed conditions within the time required shall constitute a waiver of that claim.

The Engineer will promptly investigate conditions when notified. If the Engineer determines that the conditions are changed conditions, a change order will be issued. If the Engineer determines that the conditions are not changed conditions, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, it may submit a notice of disputed claim, in writing, within fifteen (15) days from receipt of determination. Contractor's failure to submit a notice of disputed claim shall constitute a waiver of that claim.

Generally, work site changed conditions are described as:

1. Sub-surface or hidden physical conditions differing materially from those represented in the contract; and
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

If the Contractor disagrees with the decision, the City will direct the Contractor to proceed with the work. Payment shall be as later determined by arbitration or as fixed in a court of law. Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and

furnish daily records of labor, materials and equipment involved of disputed work.

It shall be the responsibility of the Contractor to initiate, to meet and confer, and try to resolve in good faith pending claims against labor, materials and equipment, potential and disputed claims, extra work, corrections and repairs, and any other claims associated with the project. The City, therefore, shall continue to assess the Contractor of liquidated damages for each calendar day until the project is certified by the Engineer in writing and is ready for acceptance.

If for any reason claims cannot be settled through good faith negotiations, claims will be resolved in conformance with Section 9-1.10 "Arbitration" of the Standard Specifications with the following additions:

All fees required by arbitration shall be shared equally by the City and the Contractor. When the claim has to be settled in court, both parties must share equally all court fees and pay their own attorneys' fees. The decision of the court is final. Both parties are prohibited for filing any counter action suit for any related damages. Assessment of liquidated damages will end on the day litigation is filed in court.

Full compensation for conforming to the requirements of this article shall be considered as included in the contract bid prices for the various items of work and no additional compensation will be allowed

ARTICLE 3 - SCOPE OF WORK

The scope of work shall conform to the provisions of Section 2 of the Standard Specifications and the following additions:

The intent of this project is to construct all items of work complete in place and in accordance with the project plans, specifications, and as directed by the Engineer. By submitting his/her bid, the Contractor acknowledges that the unit prices as shown on the bid proposal represent the cost necessary to bring in the equipment, tools, materials and labor to complete this project within the contract time required.

Bidders shall possess and submit a **current State of California Class A General Engineering Contractors License** with their bid proposal as required and in accordance with Section 3300 of the State Code.

When unforeseen difficulties or conflict is encountered, Contractor shall notify the Engineer immediately upon their discovery and before the existing

conditions are disturbed. Contractor shall also allow the Engineer reasonable time to investigate the conditions and make determinations of its conditions. If the Engineer determines that additional time is needed to evaluate the difficulties at hand, the Engineer shall have the right to reschedule, reassign, transfer or move within the project site any labor, materials, tools, equipment and alter the sequence of construction activities deemed necessary to carry out the intent of this project, at no cost to the City.

The Contractor cannot withdraw from the project site any labor, materials, tools and equipment without prior written approval by the Engineer or his authorized representative. The Contractor, therefore, shall have no claim against the City for delay, standby time of tools, equipment and labor, damages, liability and loss of profit, when it is necessary for the Engineer to exercise these requirements.

If on any working day after the final paving commences, the Contractor fails to complete a minimum of one of the following, 5,000 linear feet of cold planning, or 500 tons of placed asphalt, for reasons other than inclement weather, equipment breakdown or as directed by the Engineer, a reduction of \$500 per day will be deducted from final payment.

Full compensation for conforming to the requirements of this Article shall be considered as included in the Contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 4 – COOPERATION

Although there can be no guarantee that difficulties will not be encountered, the cooperation of the Contractor is expected. The City has endeavored to provide a complete project plan and specifications. In the event of any conflict, during the course of construction, Contractor shall allow reasonable time and provide equipment and manpower for the Engineer to field-check and make determination to resolve the conflict.

Contractor shall also provide equipment and manpower to dig all holes necessary for testing and other test requirements.

Contractor shall have, at all times, an English speaking representative on the job site. The representative shall have the authority to make decisions regarding work that will commit contractor time, materials and money.

Full compensation for conforming to the requirements of this article shall be considered as included in the contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 5 - SCHEDULE OF CONSTRUCTION AND ORDER OF WORK

Pre-construction Conference

The Contractor, along with his field representative(s) and all subcontractors, shall meet with representatives of the City before the start of construction. The Contractor will be notified regarding the exact time and place of the conference.

Before starting construction, the Contractor shall submit to the Engineer a practicable progress schedule to be approved by the Engineer.

The schedule shall show the order in which the Contractor proposes to carry out the work, and the contemplated dates for completing the said salient features.

The progress schedule shall be consistent with the order of the work, and time requirements of the contract. The work shift shall begin at 7:30 a.m. Construction for Monday - Thursday shall be scheduled in such a manner that hours between 3:30 p.m. to 4:00 p.m. shall be spent in cleaning up, watering and street sweeping the job site and rearranging traffic delineation for opening the traffic lanes. No construction activities will be allowed beyond 4:00 p.m. The full width of the traveled roadway shall be open for use by public traffic after 3 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress on working days. Should the Contractor receive permission from the Engineer to work overtime, all inspection costs as a result of the Contractor's overtime work shall be paid by the Contractor.

Construction in more than one location at one time will be allowed only if authorized by the Engineer. Said authorization will be dependent on the Contractor's proper scheduling and conducting of the construction operations.

ARTICLE 6 - PRESERVATION OF PROPERTY AND SURVEY MONUMENTS

Attention is directed to Section 300-1.2 of the Standard Specifications and the following Special Provisions:

Permanent Survey Markers

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above require removal; relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8-1/2" x 11" loose leaf paper. The Contractor and his sureties shall be liable for, at his expense, any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

When there is no separate pay item for survey monuments, full compensation for conforming to the requirements of this article shall be considered as included in the various contract items and no separate payment will be allowed therefore.

ARTICLE 7 - DUST, WATER, AND SOUND CONTROL REQUIREMENTS

Dust Control

Dust control shall consist of applying water only in conformance with Section 7-8 of the Standard Specifications, with the following modification:

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles applied at least twice each working day, first during construction to keep paved areas reasonably clean, and second at the end of working day. The Contractor shall not leave the construction premises dirty and dusty at any time.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the Contractor's performance of the work.

Whenever the Contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from moneys due or to become due the Contractor.

All spillage and any excessive dirt or debris resulting from hauling operations, moving of equipment along or across any private or public

property or public traveled way, shall be removed immediately at the Contractor's expense.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

Water Control

Construction activity best management practices shall be adhered to at all times. Construction activity shall be in compliance with the City of Garden Grove Local Implementation Plan.

By submitting a bid, the Contractor acknowledges that he has satisfied himself as to the nature of the work, including but not restricted to the conditions affecting handling and storage of materials, disposal of excess material, level and amount of groundwater, and ascertaining existing conditions that affect labor, materials and equipment costs.

It is anticipated that storm, surface, and possibly ground or other waters will be encountered at various times and locations during the work. The Contractor, by submitting a bid, acknowledges that he has investigated the risks arising from surface, ground or other waters, and acknowledges that his bid was prepared accordingly. The Contractor, by submitting a bid, assumes all of the said risk.

The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering structural excavation, pipe trenches or other excavations. Dewatering shall be accomplished by methods that will insure a dry excavation, the preservation of the final lines and grades and proper soil condition.

The Contractor shall conduct his operation in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside the right-of-way will be permitted by the Engineer.

All compensation due the Contractor for control of water (including dewatering) or any other expense incurred due to a water condition shall be included in the prices bid for various contract items and no additional compensation will be allowed.

Sound Control

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations, between the hours of 9 p.m. and 6 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 8 - PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work when practical. Asphalt, concrete, broken concrete, and debris developed during construction shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the Contractor's performance of the work.

Whenever the Contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs

thereby incurred shall be deducted from moneys due or to become due the Contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided or, shall be considered as included in price paid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 9 - PUBLIC SAFETY/REST ROOM FACILITIES

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches and other excavations shall either be covered or adequately fenced at night and on weekends or at other times required by the Engineer for safety. No open trenches or any other open excavation shall be left open for more than two (2) working days. Contractor shall backfill all open excavation at his/her expense.

Payment for fencing, safety protection and excavation backfill shall be included in the prices paid in the various items of work involved and no additional compensation will be allowed therefore.

Rest Room Facilities

The Contractor shall furnish on the job site, pot-o-lets for the use of all employees for the duration of the project.

ARTICLE 10 - GENERAL PREVAILING WAGE RATES, EQUIPMENT RENTAL RATES AND LABOR SURCHARGE

The general prevailing wage rates applicable to the work to be done are listed in the Department of Transportation publication entitled General Prevailing Wage Rates. All references in the Standard Specifications to the wage rates set forth in the Department of Transportation publication entitled Equipment Rental Rates and General Prevailing Wage Rates shall be deemed to mean the wage rates set forth in the Department's publication entitled General Prevailing Wage Rates.

The labor surcharge, equipment rental rates and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates. All references in the Standard Specifications to labor surcharge,

equipment rental rates or right of way delay factors set forth, listed or shown in the Department of Transportation publication entitled Equipment Rental Rates and General Prevailing Wage Rates shall be deemed to mean the labor surcharge, equipment rental rates and right of way delay factors listed in the Department's publication entitled Labor Surcharge and Equipment Rental Rates.

Section 1-1.37, "Special Provisions," of the Standard Specifications is amended to read:

1-1.37 Special Provisions. The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Standard Specifications. The Department of Transportation publications entitled Labor Surcharge and Equipment Rental Rates and General Prevailing Wage Rates are to be considered as a part of the special provisions.

ARTICLE 11 - GENERAL PREVAILING WAGES

The third, fourth and fifth paragraphs in Section 7-1.01A, "Prevailing Wage," of the Standard Specifications are amended to read:

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates set forth in the Department of Transportation publication entitled General Prevailing Wages Rates, which is a part of the contract shall be posted by the Contractor at a prominent place at the site of the work.

The prevailing wage rates to be posted at the job site will be furnished by the City.

ARTICLE 12 - GEOTECHNICAL INVESTIGATION

There is no geotechnical/soil investigation work performed for this project. The City does not guarantee, either expressed or implied, that groundwater will not be encountered within the project area, or any part of it. The City, therefore, encouraged the Contractor to conduct his/her own subsurface exploration before submitting a bid.

The unavailability of the geotechnical investigation shall not be construed as a waiver of the Contractor's obligation to inspect the soil conditions himself, before submitting a bid.

By submitting a bid, the Contractor acknowledges that he has satisfied himself as to the nature of the work, including but not restricted to the conditions affecting handling and storage of materials, disposal of excess

material, level and amount of groundwater, and ascertaining existing conditions that affect labor, materials and equipment costs.

In the event groundwater is encountered, the Contractor shall provide and maintain dewatering during construction in accordance with the standard specifications and the requirements of the district's NPDES Order No. 85-83 issued by the California Regional Water Quality Control Board (Santa Ana Region).

All costs for dewatering, when encountered during construction, shall be included in the contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 13 - NOTIFICATION, PERMITS AND TRAFFIC CONTROL

Traffic control shall conform to the Manual of Traffic Controls, For Construction and Maintenance Work Zones (2006) or latest edition, the Work Area Traffic Control Handbook (Watch Manual 2006) or latest edition, and with Caltrans Standard Plan T-11 Traffic Control System for lane closure on multi-lane conventional highways. Notes 2 and 6 on the Caltrans Standard Plan T-11 regarding illuminated advanced warning signs and cones shall not apply.

Notification

The Engineer will be responsible for the initial notification of residents and businesses. In the event of any delay for any reason caused by Contractor, the Contractor shall re-notify all who may be affected by such a delay with a written announcement detailing the new scheduled date.

The Contractor shall maintain at least 300 copies of this announcement on the jobsite at all times during the course of construction. **Contractor must bring a copy of this announcement to the pre-construction meeting for City approval.**

Posting

"No Parking Tow Away" signs with appropriate Garden grove Municipal code shall be placed by the Contractor at least 48 hours prior to start of work and removed immediately after final work is completed. Signs shall be posted at all intersections, end of cul-de-sac streets, and on each side of the street at a maximum of 150 feet between signs.

Except for the first \pm 3 days of work, separate postings will be required for the milling and overlay operations.

Maintenance of Traffic

At least one eleven-foot lane for each direction of all arterial and collector streets shall be kept open and maintained for public use at all times except as directed by the Engineer during construction. On weekends all traffic lanes shall be open to through traffic.

Pedestrian Traffic Control

A minimum of one four-foot wide pedestrian walkway shall be kept open and maintained to the satisfaction of the Engineer along both sides of each public street at all times during construction.

Access to Adjacent Properties

Access to all local driveways will be maintained.

General Traffic Controls

Traffic control devices shall comply with Section 7-10 of the standard specifications.

Flashing arrow board signs will be used on all arterial and collector streets.

Placement of temporary pavement markings shall consist of applying, maintaining, and later removing temporary traffic stripe (traffic line) and pavement markings at the locations shown on the plans or designated by the Engineer in conformance with these special provisions.

Temporary stripes shall be placed to the line established by the Engineer. Completed stripes shall be straight on tangent alignment and shall be on a true arc on curved alignment.

Temporary traffic stripes and pavement markings that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required for the direction of public traffic, as determined by the Engineer, the tape shall be removed and disposed of outside the

highway right-of-way and all marks used to establish satisfactory lines for the temporary stripes and pavement markings shall be removed from the pavement.

Every effort shall be made by the Contractor to insure traffic safety. If in the opinion of the Engineer additional signing or delineation is required for traffic safety, then the Contractor shall furnish and place the additional signs or delineators at no additional cost to the Agency.

Road Closure Conditions

When construction conditions as determined by the Engineer do not permit thru traffic to use the street, the following conditions will prevail:

The Engineer must receive notice of any proposed road closure at least 48 hours prior to the actual closure. Before any road closures may be approved by the Engineer, specific detour plans for signing and barricading must be approved by the Traffic Engineer.

At the times during the road closure conditions, a ten-foot minimum width access corridor shall be kept open and maintained for emergency vehicles.

Traffic Control and Safety

Signs, lights, flags and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights, and Devices for the Use in Performance of Work upon Highways," Chapter 5 of State of California Traffic Manual.

If attention is directed to the existence of a hazard and the Contractor fails to provide such devices, said devices will be placed or caused to be placed by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50.00 per hour for labor and the pickup truck, \$5.00 per day per barricade, and any other costs incurred by the City relative to traffic control. Said costs, if any, shall be deducted from the progress payments and from the total contract price for the work.

When entering or leaving roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. No excavation within five feet of the traveled way shall remain open any longer than is necessary to perform the work, and in no case shall remain unfenced or unplated overnight or on weekends.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area and all its approaches, including advanced signing and barricades. He shall also post proper signs to notify the public regarding the conditions of the roadway, all in accordance with the provisions of the Vehicle Code, and the "Manual of Traffic Controls," as published by the State of California, Business and Transportation Agency, Department of Transportation, latest edition.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and shall have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other Contractor engaged on adjacent or related work.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 100 feet on tangents or 50 feet on curves except when used for lane closures. When used for lane closures, the fluorescent travel cones or portable delineators shall be placed at intervals not to exceed the following:

Tapers-50 feet

Edge of closed lane – Tangent Curves 100 feet

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location in an upright position by the Contractor.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public of any dangerous conditions to be encountered, shall perform their duties and shall be provided with the necessary equipment in accordance with the current Caltrans "instructions to Flagmen." The equipment shall be furnished and kept clean and in good repair by the Contractor at his expense.

The Contractor shall be required to leave and maintain center and lane line chip seal markers in place a minimum of 100 feet (100') apart after completion of his work as directed by the Engineer for a period not to exceed one week. Contractor shall remove chip seal markers after permanent lane line and center striping has been completed.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at this expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

All existing stop signs and street name signs shall be maintained in visible locations during construction.

Payment

Payment for traffic control shall be considered as included in the prices paid for various contract items of work involved and no additional compensation will be allowed.

ARTICLE 14 - UTILITY AND NONHIGHWAY FACILITIES

Attention is directed to Section 5-1 of the Standard Specifications and the following special provisions:

All utilities including water, gas, oil, telephone, electrical, cable TV, traffic signals, sewer mains and services, storm drains and street light conduit and wires shall be marked protected in place, except as noted on the project plans.

The City does not guarantee the accuracy of depth, size, type, material and location of all utilities shown on the plan or marked in the field by utility companies. Data was provided to the City base from available records. It is to be used for information purposes only.

The Contractor, prior to submitting his/her bid, shall first inquire from the utility companies listed regarding type of facility, location, location of M.H., specifications and requirements concerning the protection and support of their respective main, trunk lines, services lines and other appurtenances.

Contractor shall exercise extreme care in exposing, locating, supporting, protecting and working in the locale of existing utilities. Hand dig within two feet (2') on both sides of these utilities; main lines, service lines and other utility appurtenances. Contractor shall arrange a compatible work schedule with all utility companies involved. Contractor's attention is also directed, that overhead and above-ground utilities are also existing within the project site. It may not be shown in the project plan, but visible in the field. All utilities above and underground and all types of existing improvements must be protected in place, unless otherwise specified in the project plan.

List of utility companies who may have underground utilities within the project right-of-way:

1. Orange County Sanitation District	(714) 962-2411
2. City of Garden Grove, Utilities Division (water & sewer)	(714) 741-5395
3. City of Garden Grove, Traffic Engineering	(714) 741-5193
4. Southern California Edison Company	(714) 973-5450
5. Southern California Gas Company	(714) 634-3122
6. Orange County Flood Control District	(714) 834-6192
7. Midway City Sanitary District	(714) 903-8307
8. Time Warner Communications	(714) 895-6886
9. Dig Alert, U.S.A.	(800) 422-4133
10. Caltrans	(949) 930-3600
11. ATT	

Some of the above utilities are not Underground Service Alert (USA) members, it shall be the Contractor's responsibility to call, notify and make certain that utilities have responded to his notification. Damage to utilities, caused by failure to notify, is his sole responsibility.

When damage occurs to existing utilities, Contractor shall notify the owner immediately and have it repaired or to be repaired by Contractor to the satisfaction of the owner. In the case of damage to traffic conduit, electrical conduit, storm drain, sewer and sewer laterals, the Contractor shall repair these facilities to the requirements of the owners, within a maximum of twenty-four hours or sooner as required by the Engineer. Necessary tools, equipment and materials shall be available at all times for immediate repairs. Any expenditures incidental to maintaining water service to customers shall be borne by the Contractor.

The Contractor is notified therefore, that damage to any utilities caused directly as a result of his operations, he is held to be responsible and liable for all costs in rectifying such damages. At the request of the owner, costs in rectifying such damages can be withheld or deducted from the final progress payment due to Contractor at the discretion of the Engineer.

Service connections, meaning all or any portion of the conduit, cable, or duct which connects a utility main distribution line to the meter of an individual user including the meter and such portions of said conduit, cable, or duct on the user's side of the meter which affect the contract work or its prosecution, have not been shown on the drawings. Therefore, it shall be the Contractor's responsibility during construction to establish the location of such services in the field and to determine the amount of protection or relocation the hereinafter designated services will require. Contractor shall assume that every parcel, including vacant parcel, are being served by a service connection for each type of utility.

All non-highway facilities shall either be protected in place or, if necessary removed during construction, shall be replaced in its original or better condition. This shall include, but not be limited to landscaping, trees, irrigation lines, sprinklers, and foundations, utilities and parking curbs whether on private property or in the public right-of-way.

The Contractor will mark all manholes, valves, monuments, and any other structure that needs to be located, and adjusted to grade after paving.

Payment for protection or for removing and replacing non-highway facilities shall be considered as paid for in the various contract items and no additional compensation will be allowed.

ARTICLE 15 - EXISTING HIGHWAY FACILITIES

Remove Pavement Markers, Traffic Stripes, and Pavement Markings

Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of. Traffic stripes and pavement markings to be removed will be designated by the Engineer.

Temporary chip seal markers that are placed by the Contractor shall be removed by the Contractor after traffic striping is completed.

Nothing in these special provisions shall relieve the Contractor from his responsibilities as provided in Section 7-10, "Public Safety," of the Standard Specifications.

Full compensation for removing and disposing of pavement markers, traffic stripes, and pavement markings - including filling voids or depressions created by removing pavement markers, shall be considered as included in the various contract items and no separate payment will be made therefor.

The cost of asphalt concrete used to fill voids or depressions will be paid for at the contract price per ton of A.C.

The Contractor shall be required to leave and maintain center and lane line chip seal markers in place a minimum of 100 feet (100') apart after completion of his work as directed by the Engineer for a period not to exceed one week. Contractor shall remove chip seal markers after permanent lane line and center striping has been completed. All permanent striping including but not limited to: lane lines, center striping and any and all legends located within the scope of project are to be included as a part of contractor's bid. When there is no separate pay item for striping and/or legends, full compensation for conforming to the requirements of this article shall be considered as included in the various contract items and no separate or additional payment will be allowed therefore.

Payment

Payment for traffic control and striping/legends shall be considered as included in the prices paid for various contract items of work involved and no additional compensation will be allowed.

ARTICLE 16 - ASPHALT CONCRETE

Asphalt concrete shall be Type III-C2 for surface course and shall conform to the applicable portions of Section 400-4.3 of the Standard Specifications with the following modifications:

The amount of paving asphalt to be mixed with the mineral aggregate shall be 5.8% by weight of dry mineral aggregate for arterial and collector streets and 6.0% by weight of the dry mineral aggregate for residential streets.

The mineral aggregate for the 1/2" surface course shall conform to the following grading requirements:

<u>1/2" Surface Course</u>		
<u>Sieve</u>	<u>Individual</u>	<u>Moving</u>
<u>Sizes</u>	<u>Test Result</u>	<u>Average</u>
3/4"	100	100
1/2"	89-100	95-100
3/8"	70-94	75-90
No. 4	44-72	50-67
No. 8	30-54	35-50

No. 30	10-34	15-30
No. 200	2-10	4-7

A minimum of 75 percent by weight, of the mineral aggregate retained on No. 4 sieve shall have at least one fractured face as determined by test method No. California 205.

Designation shall normally be AR-4000, or AR-8000. **Two percent (2%) rubber latex solids by weight of the asphalt cement shall be added at the Pug Mill with the asphalt cement during the mixing cycle.**

The surface course shall be spread and shaped in layers, with an asphalt paving machine. Each lane of the surface course, once commenced, shall be placed without interruption. The Contractor shall complete all asphalt paving passes on a street before moving to another street or as designated by the Engineer.

Asphalt shall not be heated during the process of its manufacture or during construction so as to cause injury as evidenced by the formation of carbonized particles. Asphalt arriving on the job site shall not be less than 280° or more than 325°F.

During the process of the work no change affecting the uniformity of the asphalt shall be made in either the source of crude stock or the method of manufacture without notifying the Engineer of such proposed change and obtaining his approval.

Tarpaulins shall be used to cover all loads of asphalt concrete from plant to project.

A steam refined paving asphalt of viscosity grade AR-4000 shall be used as the asphaltic binder. This shall conform to the provisions of Section 92 of the Standard Specifications, amended as follows: The viscosity grade of paving asphalt will be AR-4000 as determined by the Engineer. Grades of asphalt shall conform to the requirements set forth in the following table:

AASHO		
Test Viscosity Grade		
Special Designation	Method	AR-4000
Test of residue from RTFC Procedure (Calif. Method 346E*)	T-240-731	

Absolute Viscosity at 140°F, poise	T-202	3000-5000
Kinematic Viscosity at 275°F, cs min.	T-201	275
Pen. at 77°F 100g/5 sec. min.	T-49	25
96 of orig. pen. at 77°F, min.	**	45
Ductility at 77°F, CM, min.	T-53	440
Solubility in Trichloroethylene %, min.	T-44	99

* TFO (AASHTO Test Method T-179) may be used but the RTFC shall be the referee method.

** Original penetration as well as penetration after the RTFC loss will be determined by AASHTO Test Method T-49.

ARTICLE 17 - PAINT BINDER

Paint Binder shall conform to Sections 203-3 of the Standard Specifications.

A Paint Binder of asphaltic emulsion SS1h shall be applied to the pavement areas to be surfaced that are not covered by pavement reinforcing fabric in accordance with the following provisions:

Contractor shall sweep the pavement surface so that it is free of dirt and debris prior to each day's paving, and application of paint binder.

Paint binder shall be applied only so far in advance of placing the surfacing as is anticipated for that day's resurfacing.

Paint binder shall be applied to all vertical surfaces of existing pavements, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, and to other surfaces designated by the Engineer.

Paint binder SS1h shall be applied in one application at a rate of .05/gallon per square yard of surface covered.

Payment for paint binder shall be included in the contract price per ton of A.C. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved, and no additional compensation will be allowed.

ARTICLE 18 - PAVING EQUIPMENT

All asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material up to a twenty (20) foot width. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

The asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded in a satisfactory manner and, if necessary, the load of the haul vehicle shall be limited to that which will ensure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

The procedure whereby material is deposited in a wind-row, then picked up and placed in the asphalt paver with loading equipment, will be permitted for all asphalt concrete provided the asphalt paver is of such design that the material will fall into a hopper which has a movable bottom conveyor to feed the screed and the loading equipment is constructed so that substantially all of the material deposited on the roadbed is picked up and deposited in the paving machine.

ARTICLE 19 - ASPHALT PLACEMENT

When placing asphalt material to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be

furnished, installed and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt material on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

Joint lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane lines.

ARTICLE 20 - PAYMENT

Measurement and payment shall be in tons of asphalt material. The Contractor shall furnish to the City Inspector a legible copy of a licensed weighmaster's certificate showing net weight of asphalt material in the truckload. All weighmaster certificates (asphalt tickets) shall be given directly to the Engineer by the driver of the truck during the time the truck is being unloaded. If any of these conditions are not met, the City will not allow payment for the certificates. Asphalt material placed in excess of the finished grades (as established by the City's survey crew) will not be paid.

The Contract price per ton paid for asphalt material shall include full compensation for all labor, materials, (including aggregate and asphalt binder and tack coat), tools, equipment and incidentals, and for doing all the work involved in furnishing, mixing, hauling, placing, spreading, shaping and compacting the asphalt concrete, including automatic screed control with the necessary sensing devices, complete in place, as shown on the plans, as specified in these special provisions and as directed by the Engineer and no additional compensation will be allowed.

ARTICLE 21 - ASPHALT COMPACTION

Compaction - Residential and Arterial

All compaction of asphalt shall be done in accordance with Section 39 of the Standard Specifications. The compaction after rolling shall have a relative compaction of 95%.

A. Residential

In lieu of the rolling equipment required in Section 39-5.02 and Section 39-6.03 of the Standard Specification, the Contractor will be required to furnish two (2) 10-12 ton, 2-axle tandem steel rollers with journeyman operators behind the asphalt paver machine at all times.

B. Arterial

In lieu of the rolling equipment required in Section 39-5.02 and Section 39-6.03 of the Standard Specification, the Contractor will be required to furnish three (3) 10-12 ton, 2-axle tandem steel rollers with journeyman operators behind the asphalt paver machine at all times.

C. The breakdown 10-12 ton steel roller will follow directly behind the asphalt paver before the asphalt cools below 280°F. to assure proper compaction. When completed, the surface shall be smooth and free from ruts, humps, depressions, or irregularities.

ARTICLE 22 - MANHOLE/VALVE CAN RECONSTRUCTION AND ADJUSTMENTS

All work performed on existing highway facilities shall be done in accordance with Section 15 of the Standard Specifications with the following modifications:

A. Adjusting Manholes

City of Garden Grove Storm Drain and Sewer manholes, Sewer Clean Outs, and Orange County Sanitation District manholes will be raised by the Contractor. All other manholes will be adjusted by others.

B. Water Valve Can Adjustment

Existing water valve cans, where shown on the plans or as directed by the Engineer, are to be adjusted to final finished grade in accordance with the applicable portions of the Standard Specifications and these Special Provisions.

1. The Contractor, as directed by the Engineer, shall adjust existing slip type water valve can assembly (see Drawing B-752) to finished grade directly after any hot asphalt type material has been placed over it. "Adjust" shall mean to lower or raise existing water valve cover to final grade of pavement.
2. Full compensation for adjusting the water valve cover to final grade shall be at the contract bid prices per each. Said payment shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in reconstructing and adjusting the valve cans to grade, including all excavation, backfill and replacement of pavement section, and no additional compensation will be allowed.

C. Water Valve Can Reconstruction

The Contractor shall reconstruct existing water valve cans, as directed by the Engineer, to final finished grade in accordance with the applicable portions of the Standard Specifications and these Special Provisions. New valve can assembly is available and can be purchased from the City of Garden Grove Water Division.

1. Water valve can reconstruction to finished grade shall meet the City of Garden Grove Public Services Department specifications for water systems, specifically Standard Plan B-752 and B-753 Gate Valve Can Assembly.
2. Payment for reconstructing the water valve can to final finished grade shall be made at the contract price per each. Said payment shall include full compensation for furnishing all labor, materials, tools and

equipment and doing all the work involved in reconstructing and adjusting the valve cans to grade, including all excavation, backfill and replacement of pavement section, and no additional compensation will be allowed.

3. Under most conditions only partial depth excavation will be necessary (+ or - 12" - 18"). Excavation to valve depth not required. See Drawing B-752 and B-75

ARTICLE 23 - CONSTRUCTION YARD SITE

The proposed project is located in residential and/or commercial areas. Contractor shall, at his expense secure a site for storing materials, supplies and equipment. Conscious effort on his part is required, that due regard to the rights of the public must be observed at all times. Possible obstruction and inconvenience shall be kept to the least minimum possible.

Available vacant properties in the area may not be zoned for a construction yard. It is recommended, to check with the City's Planning Department. The site is subject for review and approval by the Director of Development Services Department. Before moving in to the site, provide a certificate of insurance naming the City of Garden Grove as additional insured from all liability. The construction yard site will become part of the project, all conditions and requirements to the project also applies to the site.

Construction materials shall not be stored in streets, roads or highways for more than three (3) working days after unloading. All materials or equipment not installed or used in the construction within three (3) working days after unloading shall be stored at the construction yard.

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days to repair shall be done at the construction yard. All equipment and materials shall be stored at the yard during weekends, unless otherwise authorized by the Engineer.

Aggregate materials shall not be stored in public streets, roads or highways. The Engineer shall, at all times, have a safe access to the site for purposes of inspection and testing.

Full compensation for conforming to the requirements of this Article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

ARTICLE 24 - COLD PLANE A.C. PAVEMENT

Contractor shall cold plane existing pavement a minimum of 6' width next to gutter, or curb where no gutter exists, profiling intersections as designated by Engineer, profile total width/street as designated by Engineer each side of cross gutter, high pavement, cut around manholes and valves. This work to be performed without damage to concrete gutters. If a large cold planer cannot accomplish the foregoing, a smaller cold planer or jackhammer must be available on the job site to complete what the larger machine is incapable of accomplishing. Scrape excess slurry seal buildup from gutter prior to coldplaning. No extra payment will be allowed for this requirement.

When profiling at intersections, transitions into/onto collector or arterial streets, or **wherever** the vertical planed face exceeds one and one-half (1-1/2) inches, Contractor shall construct a temporary A.C. wedge (3' wide min.) immediately after coldplaning for smooth traffic flow. The temporary A.C. will be maintained daily and removed prior to A.C. overlay. This method or an acceptable alternative shall also be used for manholes, valves, etc. This method or an acceptable alternative shall also be used in the event that coldplaning operations grind through the full depth of the existing asphalt, exposing the existing base or native soil. The existing base/native soil must remain protected from water and traffic such as at intersections where the base becomes exposed during or after cold planning operations. The cost for this work is to be included in the unit price for coldplaning.

The machine used for cold planing shall have performed satisfactorily on similar work and meet the following requirements:

The planing machine shall be specially designed and built to perform cold planing of bituminous pavement. The cutting drum shall be a minimum 60" wide with carbide tip cutting teeth placed in variable lacing pattern to produce various finishes. The machine shall be capable of operation at speeds of from 0 to 40 FPM. It shall be self-propelled and have a water spray at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and so designed that the operator thereof can at all times observe the planing operation without leaving the controls. The cutting drum shall be adjustable as to slope and depth, and shall deep cut in one pass a maximum of 3" without producing fumes or smoke. The automatic controls shall

provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference where required.

All loose grindings shall be the property of the Contractor and he is responsible for their removal and disposal.

Contractor shall furnish a journeyman operator and helper to operate the cold planing equipment. Contractor shall also furnish a loading device capable of loading all materials generated by cold planing machine. Contractor shall also furnish a journeyman operator for loading device if needed. All loose materials will be removed from lawns and driveways.

During the operation, the Contractor shall sweep the street with mechanical equipment and remove all loosened material from planed areas. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

The planed cut shall be in the shape of a wedge with the full depth of the cut (1" on alleys, 1-1/4" on residential streets, 1-3/4" on arterials and collectors or as directed by the Engineer) occurring at the curb or median side and tapering to zero.

The City has searched substructure records for City water and storm drain, plus Garden Grove Sanitary sewer, for comparison with field conditions and to obtain bid quantities. The City does not guarantee the accuracy of the search. The Contractor is solely responsible for insuring the accuracy of the data and substructure records are available on request.

Damage to any existing improvement or highway facilities, seen or unseen, including but not limited to manhole frames and covers, water valve cans and lids, conduits, pull boxes and covers, and other existing facilities as a result of the cold planing operations shall be repaired as approved by the Engineer. Payment for the repair of damaged facilities shall be considered as included in the unit price paid for cold planing A.C. pavement and no additional compensation will be allowed.

Contractor shall furnish fuel, lubricants and all required maintenance, including replacement of grinder teeth, for all Contractor furnished equipment.

Cold planing will be measured and paid for by the lineal foot for the actual pavement area cold planed. The contract price paid per lineal foot for cold planing shall include full compensation for furnishing all labor, materials,

tools, equipment and incidentals and for doing all the work involved in cold planing, as shown on the plans, as required by these Special Provisions, and as directed by the Engineer.

ARTICLE 25 - PAVEMENT REINFORCING FABRIC

A. Materials

1. Asphaltic binder: AR-4000 or AR-8000 steam refined pavement asphalt.

2. Fabric membrane interlayer: The fabric for the fabric membrane interlayer shall be a needle-punched, non-woven 100 percent polypropylene fabric which conforms to the following properties when tested by the appropriate ASTM Method:

Tensile strength, either direction, minimum (ASTM Method D-1682 Grab Method)	80 lbs.
Elongation at break, either direction, minimum (ASTM Method D-1682 Grab Method)	50%
Weight, oz./sq. yd. (ASTM D-1910)	4.0±0.5
Asphalt retention by fabric, minimum (Army Corps of Engineers Procedure)	0.20 gsy
residual	
Color	Black

B. Preparation of Contact Surfaces

Cleaning the surface: All surfaces to be patched must be thoroughly cleaned of all dirt and debris. Cleaning shall be done with blowers or rotary brooms. Washing or flushing with water may be required to remove coatings of dried clay or dirt which are stuck to the existing asphalt surface.

After cold planing where required and prior to fabric application, badly cracked areas shall be covered with a leveling course of asphalt concrete. The leveling course shall be spread as directed by the Engineer. In other areas, all 1/8-1/4 inch cracks shall be filled with leveling course material by hand methods.

C. Application of Asphalt Binder

The surface area to receive the fabric shall be sprayed with steam-refined pavement asphalt type AR-4000 or AR-8000 at a rate of 0.22-0.28 gallons per square yard. The exact rate will be determined by the Engineer. The Contractor's attention is directed to Section 92-1.04, "Applying", of the Standard Specifications. The asphalt shall be sprayed with a metered truck and the truck must have been recently calibrated by California test method No. 399A. The temperature of the asphalt binder must be spread in the range of 290°F and 365°F. All vertical faces of existing concrete and/or asphalt gutters shall be uniformly treated with asphalt binder prior to the placement of hot asphalt.

The width of asphalt application will be the fabric width plus 4 inches or as directed by the Engineer.

D. **Fabric Placement**

The fabric shall be placed into the asphaltic binder with a minimum of wrinkles that lap, and broomed or squeegeed to remove any bubbles prior to the binder cooling enough that the fabric will not adhere to it. Fabric shall not be placed on milled areas but abutted to milled edge.

Adjacent edges of the fabric shall be lapped 2 to 4 inches. The preceding roll shall lap 2 to 4 inches over the following roll in the direction of paving at ends of rolls or at any break. The fabric shall be stretched, aligned, and placed with no wrinkles that lap. The test for lapping shall be made by gathering together the fabric in a wrinkle. If the height of the doubled portion of extra fabric is 1/2 inch or more, it shall be cut and lapped in the direction of traffic, applying additional paint binder to cement the lapped portion.

The spreading of binder in advance of fabric application shall be limited to allow fabric to be placed in the binder before it cools. The equipment for placing the fabric shall be mechanized and capable of handling full rolls of fabric and shall be capable of laying the fabric without forming excessive wrinkles that lap. Brooming will maximize fabric content with the pavement surface. The equipment used to place the fabric is subject to approval by the Engineer.

To enhance the bond of the fabric with the existing pavement and to smooth out any wrinkles and folds in the fabric, the Contractor may be required to pneumatically roll the fabric after it is placed. The Engineer will make the determination if this is necessary.

Turning of the paving machine and other equipment after placing of fabric shall be gradual and be kept to a minimum to avoid damage to the fabric.

A small quantity of asphalt concrete, to be determined by the Engineer, may be spread over the fabric immediately in advance of placing the asphalt concrete surfacing in order to prevent fabric from being picked up by construction equipment.

Care shall be taken to avoid tracking binder material onto the pavement reinforcing fabric or distorting the fabric during seating of the fabric with rolling equipment. If necessary, exposed binder material shall be covered lightly with sand.

The paving operation shall closely follow fabric placement. The amount of fabric placed shall not be more than what can be covered up with the hot mix by the end of the working day.

At any utility cover that could be covered with fabric, the fabric shall be neatly cut around the cover to allow for raising the cover to finished grade.

Pavement reinforcing fabric will be measured and paid for by the square yard for the actual pavement area covered. The contract price paid per square yard for pavement reinforcing fabric shall include full compensation for furnishing all labor, materials, binder, tools equipment and incidentals and for doing all the work involved in furnishing and placing pavement reinforcing fabric including lapping, complete in place, as shown on the plans, as required by these Special Provisions, and as directed by the Engineer.

ARTICLE 26 - COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

<u>Item #</u>	<u>Page</u>	<u>Item</u>
1	2.7	Asphalt Concrete (Type III-C2)
2	2.7	Asphalt Concrete (2% Latex)

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The compensation payable for the asphalt concrete or rubberized asphalt concrete will be subject to being increased or decreased in accordance with the provisions of this section for paving asphalt price fluctuations exceeding five percent (5%) (I_u/I_b is greater than 1.05 or less than 0.95) which occur between the bid date and the Notice to Proceed date. The adjustment in compensation will be determined in accordance with the following formulas:

	Total monthly adjustment = AQ
	For an increase in paving asphalt price index exceeding 5 percent
A	$= 0.90 (I_u/I_b - 1.05) I_b$
	For a decrease in paving asphalt price index exceeding 5 percent
A	$= 0.90 (I_u/I_b - 0.95) I_b$
Where A	= Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete or rubberized asphalt concrete rounded to the nearest \$0.01.
I_u	= The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month for the Notice to Proceed on the 2008-09 portion of the work.
I_b	= The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
Q	= Quantity in tons of paving asphalt that was used in producing the quantity of asphalt concrete required to complete the 2008-09 portion of the work.

The adjustment in compensation will also be subject to the following:

If the total price adjustment for any price index increases of paving asphalt on the project exceed \$30,000, the City reserves the right to

reduce the scope of the project to compensate for all or a portion of the price index increase at the discretion of the City.

The Contractor will provide mix value at start of job to establish aggregate/binder percentages.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department, using the median of posted prices in effect as posted by Chevron, Mobil and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset and Wilmington fields.

In the event that any of the companies discontinue posting their prices for any field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

ARTICLE 27 - COMPLETION AND ACCEPTANCE

Upon receipt of the Contractor's written assertion that the work has been completed, the Engineer or his authorized representative will inspect the work for acceptance. Thereby a "punch list" is prepared and submitted to Contractor for compliance and/or repair.

The project is considered certifiable for acceptance; when all liens for labor, materials, tools and equipment has been paid for and all lien releases are received by the City; when all claims are satisfied; when all contract items of work have been completed, including changes to the plan in an acceptable workmanship; when all repairs to damages of existing utilities, appurtenances and improvements has been completed and accepted by the respective owners; when all survey monuments and other survey markers has been re-set and copy of center line ties been submitted; when the project site and all grounds occupied by the Contractor left in a neat and acceptable conditions. All corrections noted in the "punch list" must be accepted by the Engineer.

If, in the Engineer's judgment, the work has been completed and is ready for acceptance, it will so certify to the City Council, which may accept the completed work. The Engineer will, in its certification, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work and the end of assessment of liquidated damages.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

ATTACHMENT B

SECTION 2-PROPOSAL
 THE HONORABLE MAYOR AND CITY COUNCIL
 CITY OF GARDEN GROVE
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to: **Furnish all Labor, Material, and Equipment for Prop 1B Central Garden Grove Street Rehabilitation (Overlay) 2009-2010.**

Quantities indicated are the City's best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated below. Therefore the successful bidder shall agree to hold quoted line item prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

Lead-time for this service is critical. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed"

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL 2009-2010

APPROX. ITEM QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	ITEM PRICE
1. 3750 Ton	Asphalt Concrete for 1-1/2" overlay on residential streets. <u>SEVENTY ONE DOLLARS AND NO CENTS</u>	\$ 71. ⁰⁰	\$ 266,250
	Ton		
2. 21,828 S.Y.	Reinforcing Fabric. <u>ZERO DOLLARS AND NINETY THREE CENTS</u>	\$0.93	\$ 20,300.04
	Per Square Yard		
3. 15,556 L.F.	Coldplaning 6' wide wedge cut (1-1/4" to 0") adjacent to gutter, plus profiling at intersection etc. for a smooth A.C. join. <u>ZERO DOLLARS AND SIXTY EIGHT CENTS</u>	\$ 0.68	\$ 10,578.08

Per Linear Foot

**BID PROPOSAL
ATTACHMENT B
2009-2010 (continued)**

4.	174,000 S.F.	Coldplaning full depth 1-1/2" at concrete v-gutters. <u>zero dollars and</u> <u>thirteen cents</u>	<u>\$ 0.13</u>	<u>\$ 22,620.00</u>
Per Square Foot				
5.	41 EA.	Replace 6' x 6' signal loops. <u>one hundred ninety five dollars</u> <u>and no cents</u>	<u>\$ 195.00</u>	<u>\$ 7,995.00</u>
Each				
6.	12 EA	Replace 2 x 40 Signal Loops <u>four hundred fifteen dollars</u> <u>and no cents</u>	<u>\$ 415.00</u>	<u>\$ 4,980.00</u>
Each				
7.	15 EA	Reconstruct water valve to Grade. See Drawing B-752 and B-753. (Partial reconstruct) <u>three hundred five dollars and</u> <u>no cents</u>	<u>\$ 305.00</u>	<u>\$ 4,575.00</u>
Each				
8.	34 EA	Adjust water valve to grade slip-sleeve style, no reconstruction required. See Drawing B-752. <u>one hundred dollars and</u> <u>no cents</u>	<u>\$ 100.00</u>	<u>\$ 3,400.00</u>
Each				
9.	50 EA	Raise sewer manhole frame and cover (27") to grade. See Drawing B-404. <u>two hundred ninety five</u> <u>dollars and no cents</u>	<u>\$ 295.00</u>	<u>\$ 14,750.00</u>
Each				
10.	2 EA	Adjust sewer clean out to grade. See Drawing B-405. <u>two hundred ninety five</u> <u>dollars and no cents</u>	<u>\$ 295.00</u>	<u>\$ 590.00</u>
Each				

**BID PROPOSAL
ATTACHMENT B**

{	11.	25 EA	Raise Orange County Sanitation District sewer manhole frame and cover to grade. See drawing S-055 & S-050 <u>three hundred thirty dollars</u> & no cent	<u>\$ 330.00</u>	<u>\$ 8,250.00</u>
				Each	
	12.	3 EA	Adjust to grade Southern California Gas Co. slip-sleeve style, no reconstruction required. See Drawing B-752. <u>one hundred dollars and</u> no cents	<u>\$ 100.00</u>	<u>\$ 300.00</u>
			Each		

Total Price \$ 304,588.12

TOTAL PRICE
THREE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS AND TWELVE CENTS
(Amount written in words) Note: In case of discrepancy between the words and figures, the words prevail.

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.

(c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

(e) The undersigned is licensed in accordance with the Laws of the State of California.

Check below where appropriate:

Partnership: That _____ are partners, doing business under the _____ (Names of all Partners) firm name of _____ and that the co-partnership makes the _____ accompanying proposal.

Corporation: That MICHAEL J. CARVER, PRESIDENT of _____ make the _____ R.J. NOBLE COMPANY (President or Secretary (Name of Corporation) accompanying proposal.

Individual: That _____ is the bidder and makes the accompanying _____ proposal. (Name of Individual)

Date: 1/25/10

R.J. NOBLE COMPANY
Company Name
15505 E. LINCOLN AVE.
Address
ORANGE, CA 92865
City - State - Zip
(714) 637-1550
Telephone
A-782908

R.J. NOBLE COMPANY
Calif. Contractors Lic. No.
Bidder's Name (Please Print)
X
Authorized Signature MICHAEL J. CARVER, PRESIDENT